

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

City Clerk
Time Stamp

2009 08 20 12:55

TOTAL BASE BID 202,000.00

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, August 20, 2009

Project Manager: Daniel Phan – 535-8412

ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT

BIDDER NAME: San Jose Construction Co Inc

Bond ☒ Cashier's Check _____

Addendums Included (|)

NonCollusion Affidavit

YES ☒ NO _____

YES ☒ NO _____

PROPOSAL TO CITY OF SAN JOSE
FOR
ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT

Name of Bidder: **San Jose Construction Co., Inc.**

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **July 22, 2009**, entitled **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT** and the Specifications approved by the Director of Public Works on **July 22, 2009**, entitled **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENTS** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES

DESCRIPTION OF WORK:

Furnish all necessary labor, materials, equipment, and incidentals to complete the work, as described in the plans and Specifications for this project.

For the: ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT

TOTAL BID PRICE FOR THE WORK IN FIGURES:

BASE BID:

All work described by the contract documents (drawings and specifications).

\$ 202,000.00

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT**

being first duly sworn, deposes and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 8/20/09

San Jose Construction Co., Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 1192301210

Expiration Date: 5/15/10

State Contractor Lic. No.: 420837

Classification: B General Building Contractor

Expiration Date: 3/31/10

Federal I. D. No.: 942894683

Address: 1210 Coleman Avenue
Santa Clara, CA 95050

By: John Di Manto

Title: Principal

Telephone: (408) 986-8711

NOTARY

On August 20, 2009 before me, Angela Tischler, Notary Public, personally appeared

(name and title of officer)

John Di Manto who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

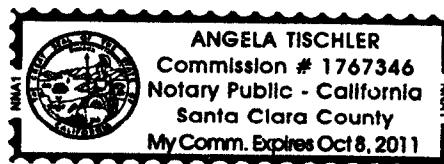
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela Tischler

Notary Public

(Seal)



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, San Jose Construction Co., Inc. as PRINCIPAL, and Arch Insurance Company, a corporation duly organized under the laws of the State of Missouri and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of ^{ten percent of the} bid amount DOLLARS (\$10%----).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on August 20, 2009 for **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th
day of August, 20 09.

PRINCIPAL

SURETY

San Jose
Construction Co., Inc.
Legal Company Name

Arch Insurance Company
Legal Company Name

Corporation
Indicate Type of Entity

By John DiManto
Title: John DiManto
President

By Daniela L. Mosunic
Title: Daniela L. Mosunic
Attorney-In-Fact

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

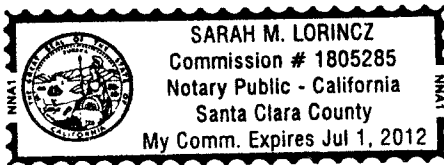
On August 12, 2009 before me, Sarah M. Loricz, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Danijela L. Mosunic

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~~~she~~~~they~~ executed the same in ~~his~~~~her~~~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~~~her~~~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Francis E. Cook, Charles M. Griswold, Ronald G. Speno and Danijela L. Mosunic of Cupertino, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On August 12, 2009 before me, Angela Tischler, Notary Public,
(Here insert name and title of the officer)

personally appeared John DiMante

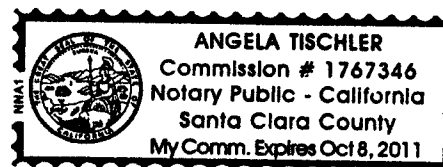
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Tischler
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

[illegible]

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

See Attached.

INTERIOR IMPROVEMENT EXPERIENCE



Norman Y. Mineta International Airport, San Jose

Project Manager: Nick Bryson
Architect: Gensler - San Jose
Client Contact: Amit Mutsuddy- 408.396.5137

SJC is currently working on the Airport and Airlines' Tenant Improvements Project at the Norman Y. Mineta International Airport for the City of San Jose's Public Works' Department. Work includes tenant improvements to a 50,000 SF space, which includes new tenant spaces for the Airport and Airlines tenants in the north concourse building within the Airport's terminal complex.

The construction provided interior architecture and all associated finishes, including, but not limited to: Mechanical, Plumbing, Fire Suppression, Fire Alarm, Lighting, Power, Data, Telecom, and Multiple Auxiliary Airport Systems.

All work is to be completed in a 12 week project schedule for a total project value of approximately \$5.3 million.

Cadence Design Systems Campus, San Jose

Project Manager: Fran Conte
Architect: RMW Architects – San Francisco
Client Contact: Dave Tricaso – 408.428.5500

SJC completed (2) new buildings and (8) interior improvements for Cadence Design Systems. With the assistance of SJC, the improvements have produced a 20-30% improved occupancy load on the 12 acre campus in San Jose.

Cadence Building #10, a 5-story, 205,000 SF, Research and Development Center commenced June 2007 and was completed November 2008. The project incorporated a complete reconfiguration of the main parking and common areas of the campus, as well as a new entry and intersection at Montague Expressway. The project was valued at \$55 million.

SJC constructed a new, 84,000 SF, 2-story steel and tilt-up, Executive Briefing / Office Center with an athletic facility, built ground-up at a cost of \$9.6 million. Additional work included a 120,000 SF building acquired from IDT which required demolition of a wafer fab facility, complete cosmetic and structural upgrade of the shell, and new interiors.

Throughout the last 8 years, SJC has reached in excess of 1,000,000 SF and \$100 million at the Cadence campus. SJC continues work at various project at Cadence.

Oracle / PeopleSoft, Inc., Pleasanton

Project Manager: Fran Conte
Architect: RMW Architects – San Francisco
Client Contact: Marlene Smith – 925.694.8479

SJC completed the 5-story, 180,000 SF, steelframe, pre-cast panel and glass wall building along with the entire sitework package. The design-build, build-to-suit included full interior improvements as well. This building was constructed in the Hacienda Business Park prior to the Oracle / PeopleSoft, Inc. merger. After the completion of the building, SJC continued work with Oracle on a interior reconfiguration for the relocation of 4,500 personnel into the headquarters and surrounding buildings. The total project value was approximately \$42 million.

Juniper Campus, Sunnyvale

Project Manager: Fran Conte
Architect: RMW Architects – San Francisco
Client Contact: John Lucas, Director of Real Estate - 408.936.2478

In 2004, SJC began work with Juniper Networks at their Sunnyvale Mathilda Campus. Over the years, SJC has completed 33 projects in excess of \$45 million. Work includes a major reconfiguration of space to create a more efficient layout to accommodate a growing work force, new data centers, the installation of multiple engineering labs, and new office space to handle the overflow of personnel in surrounding buildings.

In December 2008, SJC commenced on the decommissioning, building, and site demolition, hazardous remediation, and off-site / on-site improvements for the future Juniper 50 AC Campus in Sunnyvale.

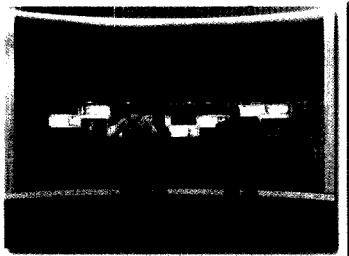
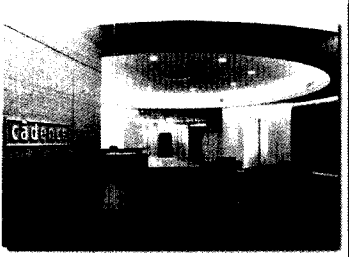
VeriSign Middlefield Campus, Mountain View

Project Manager: Fran Conte
Architect: RPA, AP+I, and Gensler
Client Contact: Eddie Dere – 650.426.4993

VeriSign purchased a 331,000 SF R&D campus of 5 buildings (former home of Netscape) from Sobrato Development. SJC demolished, reconfigured, and constructed new interiors on a phased basis over 18 months. Building 1 work included sitework, shell structural upgrade, and a data center. The project was completed on a design-build team basis with the MEP and FP subcontractors involved throughout the entire process. Work has continued on campus with employee and executive briefing centers, lobby and common area upgrades, and site and landscaping upgrades. To date, we have completed 20 projects at a value in excess of \$26 million.

A major reconfiguration of two campus buildings, an additional new building, and a complete reconfiguration of the site area are in the design phase. Phase 2 of this project will include a new parking structure. The value estimated is in excess of \$25 million.

Interior Improvement Experience



SJC has the capability to complete projects of all sizes and complexities. We have completed major campus projects for Cadence Design Systems, Oracle / PeopleSoft, Juniper Networks, VeriSign, LSI Logic, Harmonic Lightwaves, Sybase, Sun Microsystems, and Avant!

Cadence Design Systems, San Jose

VeriSign, Mountain View

Norman Y. Mineta International
Airport, San Jose

Scitor, Sunnyvale

Sprint, Santa Clara

Macronics, Milpitas

IDT, Salinas

Net IQ, San Jose

Cira Nova, Sunnyvale

Nano Amp, Milpitas

Velodyne, Morgan Hill

Waxie Sanitary Supply, Livermore

Alliance Semiconductor, Santa
Clara

McAfee.com, Sunnyvale

PeopleSoft, Santa Clara

2 Wire, San Jose

Cobalt Networks, Mountain View

Madge Networks, San Jose

EMC, Sunnyvale

Zeta, Morgan Hill

VA Linux, Fremont

Qwest, Santa Clara

OpenTV, Mountain View

Harmonic Lightwaves, Sunnyvale

GenoSpectra, Sunnyvale

Neoforma.com, San Jose

Hytek Services, San Jose

Juniper, Sunnyvale

Oracle / PeopleSoft, Pleasanton

LSI Logic, Fremont

Northrop Grumman, Sacramento

Arcturus, Sunnyvale

Infineon, San Jose

Arthrocare, Mountain View

Drexler Technology, Mountain View

NextTest, Sunnyvale

Endwave, Sunnyvale

Patterson Dental, Sunnyvale

Agere Systems, Santa Clara

City of Sacramento Building Department,
Sacramento

Expedite Precision, San Jose

R2 Technology, Sunnyvale

ZettaCom, Santa Clara

Pattern Rx, Sunnyvale

Resonate, Sunnyvale

Kestrel Solutions, Mountain View

Granite Rock, Watsonville

Galileo Technology, San Jose

GaSonics, San Jose

Remec, Milpitas

DMC Stratex Networks, Milpitas

Allstate Insurance, Livermore

Progressive Insurance, Sunnyvale

August 13, 2009

**ADDENDUM NO. 1
FOR THE
ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT PROJECT**

Notice is hereby given that the following revisions, clarification, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the
ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT PROJECT.

SPECIFICATIONS:

1. **Remove** entirely Attachment 5 and **Replace** with updated attachment 5 attached.
2. **Revise** Specification section 09315 as follows:
 - **Delete** sub-section B and C to existing Section 1.4 "Quality Assurance".
3. **Revise** Specification section 09680 as follows:
 - **Delete** sub-section A to existing Section 1.04 "Quality Assurance".
4. **Revise** Specification section 16715 as follows:
 - **Delete** sub-section B and C to existing Section 1.5 "Contractor Qualifications".

DRAWINGS:

1. **Delete** Construction Note #4 on sheet A4.0.
2. **Delete** Telecommunication Construction Notes #4 and #5 on sheet E1.0 and E2.0.

RESPONSES TO CONTRACTORS RFI'S:

Question #1:

Is there a connection between the southern Lab Section of the building and the second floor server room?

Answer #1:

There is existing fiber connection.

Question #2:

If yes, will the connection be fiber optic cable and how will the conduit be run?

Answer #2:

There is existing conduit that feeds the Southern Lab.

Question #3:

In demolition notes, note "E" states to patch and repair all adjacent walls, floors, and ceiling damaged during construction to the satisfaction of the project manager. There is no mention of painting the walls upon completion of patch and repair. Are we to assume that walls will not be painted?

Answer #3:

Contractor shall patch and repair any damages during construction to match existing and adjacent condition, which shall require some painting to match adjacent surfaces.

Question #4:

After the removal of all unused or abandoned cabling as required by 2007 CEC., who will be responsible for installation all the acoustical ceiling tiles throughout?

Answer #4:

Contractor shall be responsible for removal, re-installation, replacement and repair if there is any damage to the existing acoustical ceiling tiles to its original condition.

Question #5:

Room numbers to be tiled?

Answer #5:

See Construction Note #3 on drawing A4.0.

Question #6:

On the south side of the LIB Room with all those outlets, can we use "Wiremold" to install those outlets so close together instead of cutting them in the wall individually?

Answer #6:

Install new outlets in wall on the south side of the LIB Room, as shown in sheet E1.0 of the plans. No "Wiremold" accepted.

Question #7:

Are the partitions that are going in internally set up outlets already? Or are they non-powered partitions?

Answer #7:

All cubicle outlets are pre-wired by the partition manufacturer. Contractor shall intercept and extend wiring to panel in new telepower pole J-box, as shown in the plans.

Question #8:

Are the cubicles pre-wired for standard voltage?

Answer #8:

Yes. See answer #7 above.

Question #9:

Where is the location of the main service for bonding the trays and is it accessible for routing the bonding wire?

Answer #9:

Main electrical service is located in the Mechanical Room 106. Trays shall be bonded to existing grounding electrode or column grounding building steel Room 116 (Electrical Room).

Question #10:

Want to confirm that the cable is CAT6A?

Answer #10:

Cable CAT6A shall be installed per plans.

Question #11:

I wanted to verify if the receptacles in the cubicles are pre-wired and only need an end-feed connection?

Answer #11:

Yes. See answer #7 above.

Question #12:

I heard that during the job walk someone brought up that the City requires that all electricians performing the work to be certified. Is this correct and does it mean we can't use apprentices for anything or just high voltage connection?

Answer #12:

In accordance with California Labor Code Section 3099.2., the contractor shall use, and/or cause its electrical subcontractor to use, properly certified electricians to perform electrical work.

Question #13:

Is there new flooring in Lobby 101 under this contract?

Answer #13:

Existing ceramic tile in Lobby 101 is to remain and is not part of this contract.

Question #14:

Is new ceiling tile going to be installed prior to this contract?

Answer #14:

Yes.

Question #15:

Are new door thresholds to be installed where new carpet is installed adjacent to rooms' not receiving new carpet? If so, specify type.

Answer #15:

Contractor is to provide and install new door thresholds where new carpet is installed and adjacent to rooms not receiving new carpet. Threshold product number is 272A from PEMKO Manufacturing, Co. or equal. Contractor is to provide threshold submittal for review and approval prior to installation.

Question #16:

Will systems furniture contractor layout new cubicle system for electrical drop locations?

Answer #16:

Yes. See electrical drawings.

Question #17:

Please provide exact number of door openings to receive thresholds? 1 or 2 ?

Answer #17:

See Answer #15 above.

Question #18:

Besides the frame type clarified below (PEMKO), is the pair doors hollow metal too?

Answer #18:

Existing pair doors is hollow metal.

Question #19:

What is the door undercut to be after new floors? Is there cutting of doors involved?

Answer #19:

Contractor is to field verify and cut doors as required after new floors are installed.

Question #20:

What is the Pemko product # for the threshold?

Answer #20:

See Answer #15 above.

ATTACHMENTS:

1. Updated Attachment 5.
2. Pre-Bid Meeting Sign-In Sheet dated August 6, 2009.

END OF BID PACKAGE MODIFICATIONS

To: All Plan Holders for the Environmental Services Building Tenant Improvement Project
Subject: **ADDENDUM NO. 1**
Date: August 13, 2009

INSTRUCTIONS TO BIDDER:

The bidder must sign this addendum in the space provided below and return one signed copy of this sheet with the bid. Failure to return this signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.

APPROVED BY:


KATHERINE JENSEN
Division Manager

<u>John Di Manto</u> Bidder's Name	<u>08/20/09</u> Date
<u>John Di Manto, Principal</u> Signature & Title of Bidder	

ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that State of California Prevailing Wage Rate requirements apply to this project. Copies of the General Prevailing Wage Determinations made by the California Director of Industrial Relations are available at the Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San Jose CA 95113-1905 and the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose CA 95113-1905. The General Prevailing Wage Determination is also available via the Internet at www.dir.ca.gov/DLSR/PWD. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

Installation of draperies, blinds, shades and awnings under a construction contract is subject to prevailing wage requirements. The appropriate craft classification is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for on-going construction clean-up is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for final construction clean-up is **Laborer Group 4 [DIR Wage Index Pages 49-50]**.

Effective January 2, 2002, a Congestion Zone Fee (CZF) is required to be paid to each Ironworker [refer to Ironworker Master Agreement, under Travel & Subsistence Provisions, Parking Fee]. The CZF is \$8.00 per worker/per day. The CZF is to be included on the contractors' certified payroll reports under the Travel & subsistence column. Failure to pay the CZF will result in a prevailing wage violation requiring the contractor to make restitution to the affected worker(s). Additionally, liquidated damages will be assessed.

The appropriate craft classification for welding is **Ironworker [DIR Wage Index Page 2]**.

In the performance of this Agreement:

I. Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)

The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records, and payment of prevailing wages where called for by the contract.

Please note the following classifications are not allowed on City of San Jose public works construction contracts:

Asbestos Removal Worker (Laborer)
Step I 0-1000 Hours
Step II 1001-4000 Hours

Carpet, Linoleum
Floor Covering Handler Less Than 3 Years
Floor Covering Handler Trainee, First 3 Months
Floor Covering Handler Trainee, Second 3 Months

Electrician
Material Handler, Second Six Months
Material Handler, First Six Months

Landscape Maintenance Laborer

Plumber
Underground Utility Tradesman
Landscape Tradesman I
Landscape Tradesman II
Construction Tradesman (Year 2)
Construction Tradesman (Year 3)
Construction Tradesman (Year 4)
Construction Tradesman (Year 5)

Slurry Seal Worker

Traffic Controlperson

Water Well Driller

Helper

II. Remedies For Contractor's Breach Of Prevailing Wage/Living Wage Provisions

- A. General: Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Document Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):
1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
 2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
 3. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose. It increases the ability of such workers to attain sustenance, decreases the amount of poverty, and reduces the amount of taxpayer funded social services in San Jose.
 4. It increases competition by promoting a more level a more level playing field among contractors with regard to the wages paid to workers.
- B. Withholding of Payment: Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Provision and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Prevailing Wage Provision.

In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Provision, is an express condition of the City's obligation to make each payment due the Contractor pursuant to this Contract. The City is not obligated to make payment due the contractor until contractor has performed all of its obligations under these provisions.

Any payment by the City, despite Contractor's failure to fully perform its obligations under these provisions, shall not be deemed to be a waiver of any other term or condition contained in this contract or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

- C. Liquidated Damages For Breach Of Wage Provision: Contractor agrees its breach of the Wage Provision would cause the City damage by undermining the Goals, and the City's damage would not be remedied by contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- D. Audit Rights: All Records or documents required to be kept pursuant to this contract to verify compliance with the Wage Provision shall be made available at no cost to the City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to the City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this contract.

NON-MANDATORY PRE-BID MEETING

ATTENDANCE SHEET

PROJECT: ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT

DATE: THURSDAY, AUGUST 6, 2009 @ 10:00 A.M.

MEETING AT: 4245 ZANKER ROAD, SAN JOSE, CA 95134

<u>NAME</u>	<u>REPRESENTING</u>	<u>PHONE AND FAX</u>
CLATE McCONVILLE	McCONVILLE, INC.	408-428-9800 408-428-9831
NICHOLAS KLEIN	"	"
JOEY BRINDAS	SILVER STAR DEN.	269-4405 FAX-264-6757
Saved Perry	Colstate Const.	510-657-1800 / F-510-657-1810
José Antonio	FLYMA-CORP	650-961-2742 / F-650-968-3945
Mike Swanson	CS Swanson Construction	408-946-3311 408-946-5350
Immy Nicklas	CORPORATE ELECTRIC	408-723-8180
Steve Butts	COAST/SIDE ASSOCIATES	408-445-8324 650-734-7157
Doug Albanowski	Arbor Building Group	650-734-7557 F(925) 299-8769
Ricky Benson	R.L. Benson	(925) 299-8753
RICH BENSON	RC BENSON + SONS	(650) 765-3430
CAMERON ARAZHT	ZOLMAN CONST.	650-965-3430
MAX AGHAZADEH	MAXIMUM ELEC.	650-642-4884
HABIB MUMERABI	ICU GEN. CONT.	408-439-6503 (408) 733-6656 (408) 733-4657 FX.

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NON-MANDATORY PRE-BID MEETING

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<u>NAME</u>	<u>REPRESENTING</u>	<u>PHONE AND FAX</u>
<u>J. NAVARRO</u>	<u>Orchard City Floor</u>	<u>408 371 8801 / 408 371 8804</u>
<u>Mike Ackman</u>	<u>SHELLCO</u>	<u>209 892 2967</u> <u>925-820-9245</u>
<u>Ron ZIEGENBEIN</u>	<u>R.L. ZIEGENBEIN CONST</u>	<u>925-831-3093</u>
<u>Juan Garcia</u>	<u>JEIP</u> <u>Joint Electrical</u>	<u>408-264-3400</u> <u>204-3443</u>
<u>DAVID ADAMS</u>	<u>F.D. OUELLETTE & SONS</u>	<u>408/226 9400 (P)</u> <u>408/226 9418 (F)</u>
<u>DAVID SURIAN</u>	<u>FRANK SURIAN & SONS</u>	<u>408 848-3856</u> <u>848-8121</u>
<u>DAVID COE</u>	<u>KR. SURFACE INC</u>	<u>650 330 1584</u> <u>650 330 1581 (FAX)</u>
<u>Peter Lee</u>	<u>AIR SYSTEMS INC</u>	<u>408-318-9742</u> <u>408-280-0741</u>
<u>Garry Allison</u>	<u>Valenti Const. Inc.</u>	<u>408 848-9688 x118</u> <u>408 848-9719</u>
<u>Robert Rickman</u>	<u>Rickman Construction</u>	<u>408 691 9454</u> <u>408 446 1445</u>
<u>KEVIN DANKY</u>	<u>INNOVATION CONSTRUCTION</u>	<u>510-777-1877 (P)</u> <u>510-777-1088 (F)</u>
<u>NORMAN PARIS</u>	<u>PARIS CONSTRUCTION</u>	<u>(415) 469-5800</u> <u>(415) 469-5844</u>

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